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**UNITED STATES BANKRUPTCY
COURT DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.³

Chapter 11

Case No. 23-13359 (VFP)

(Joint Administration Requested)

**DECLARATION OF EILEEN HIGGINS, IN SUPPORT OF MOTION TO CONFIRM
ABSENCE OF AUTOMATIC STAY**

EILEEN HIGGINS, of full age, hereby certifies as follows:

³ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 650 Liberty Avenue, Union, New Jersey 07083.

1. I am the manager of North Star Real Estate Co. Inc. and the agent for Telegraph Partners⁴.
2. On or about September 19, 2003, Debtor executed and entered into a lease agreement with Telegraph Partners pursuant to which Telegraph Partners leased to the Debtors real property located at 844 Telegraph Street, Suite 2, in Washington City, Utah. A copy of the Lease Agreement is attached hereto as **Exhibit A**.
3. Telegraph Partners delivered a CAC Reconciliation Statement to Debtor for calendar year 2022 on January 3, 2023. Under the terms of the Lease Agreement, Debtor was required to pay its Reconciliation Share on or before March 4, 2023. A copy of the CAC Reconciliation Statement is attached hereto as **Exhibit B**.
4. Debtor failed to pay its 2022 Reconciliation Share on or before March 4, 2023, despite Telegraph Partner' repeated calls for Debtor to make such payment. Such calls included a reference to Debtor's failure to pay its 2022 Reconciliation Share in notice of default delivered by Telegraph Partners to Debtor dated February 2, 2023, relating to Debtor's failure to timely pay rent for the month of February 2023, as well as a notice of default delivered to Debtor on March 6, 2023 (this notice was dated March 2, 2023, but not effective under the Lease Agreement until delivered to Defendant on March 6, 2023). Copies of such notices are attached hereto as **Exhibit C**.
5. Debtor failed to cure the default within the cure period.
6. Telegraph Partners delivered to Debtor a Notice of Termination of Lease dated March 31, 2023, pursuant to Section 16.1.2 (c) of the Lease Agreement, with such termination to be effective as of April 6, 2023. A copy of such notice is attached hereto as **Exhibit D**.
7. On April 12, 2023, Telegraph Partners delivered to Debtor a "Five Day Notice To Vacate Premises or, in the alternative, Fifteen Day Notice To Vacate Premises." Once the Lease Agreement was terminated on April 6, 2023, the Debtor became a tenant-at-will. As such the

⁴ Any defined term not defined herein shall have the meaning ascribed to it in the Motion.

Debtor was subject to a five-day notice to vacate under Utah Code Ann. § 78B-6-802(1)(b)(ii).
A copy of the notice is attached hereto as **Exhibit E**.

8. Debtor's five-day period to vacate the Premises expired at 11:59 p.m., on April 18, 2023.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: May 23, 2023


Eileen Higgins